

**IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION**

**OLWIN METAL FABRICATION LLC
1933 Kuntz Road
Dayton, OH 45404,**

Plaintiff,

vs.

**MULTI-CAM, INC.
1025 West Royal Lane
DFW Airport, TX 75261,**

and

**MULTICAM GREAT LAKES, INC.
d/b/a MULTICAM OHIO VALLEY
TECHNOLOGY CENTER
2727 Elmridge Drive NW
Grand Rapids, MI 49534,**

**Also serve at:
18 Carnegie Way
Cincinnati, OH 45246**

Defendants.

CASE NO: 2022 CV 01134

JUDGE MARY E. MONTGOMERY

**PLAINTIFF'S FIRST
AMENDED COMPLAINT**

Now comes Plaintiff, Olwin Metal Fabrication LLC ("Plaintiff" or "Olwin"), by and through its counsel, and for its First Amended Complaint against Defendants, Multi-Cam, Inc. and MultiCam Great Lakes, Inc. d/b/a MultiCam Ohio Valley Technology Center (collectively "Defendants"), pleads as follows:

FACTS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff, Olwin Metal Fabrication LLC, is an Ohio limited liability company with its principal place of business in Montgomery County, Ohio and is engaged in the business of

metal fabrication.

2. Defendant, Multi-Cam, Inc., is a Texas corporation with its principal place of business in Tarrant and Dallas Counties, Texas and is engaged in the business of manufacturing cutting machines.

3. Defendant, MultiCam Great Lakes, Inc. d/b/a MultiCam Ohio Valley Technology Center, is a Michigan corporation with its principal place of business in Kent County, Michigan and is engaged in the business of manufacturing cutting machines.

4. Defendant, MultiCam Great Lakes, Inc. d/b/a MultiCam Ohio Valley Technology Center also has a location in Butler County, Ohio where it is engaged in the business of manufacturing cutting machines. A true and accurate copy of Defendant, MultiCam Great Lakes, Inc. d/b/a MultiCam Ohio Valley Technology Center's website page is attached hereto as **Exhibit A**.

5. However, according to the Ohio Secretary of State, Defendant, MultiCam Great Lakes, Inc. d/b/a MultiCam Ohio Valley Technology Center is not registered to do business in the State of Ohio.

6. On or about November 12, 2021, Olwin and MultiCam began discussions about Olwin's interest in purchasing the ARCOS Series Plasma Machine (the "Machine") from MultiCam.

7. On November 17, 2021, a day prior to Olwin's decision to purchase the Machine, Olwin received an email from MultiCam providing specific assurances as to the Machine's capabilities. A true and accurate copy of the email from Brian Newhouse to Derrick Olwin is attached hereto as **Exhibit B**.

8. Relying on the specific representations from MultiCam, Olwin purchased the Machine from Defendants on November 18, 2021. Also on that date, Olwin put down a 50% deposit on the Machine, totaling \$111,652.00.

9. The ARCOS Bridge & Rail Plasma Agreement (“Agreement”) included an express warranty guaranteeing the Machine would be “fully functional and operating properly” at the time of installation. A true and accurate copy of the Agreement is attached hereto as **Exhibit C**.

10. On or about December 16, 2021, Olwin paid the remaining 50% due on the Machine, for a total purchase price of \$223,304.00.

11. On or about December 20, 2021, the Machine was delivered to Olwin’s place of business in Montgomery County, Ohio.

12. From January 10, 2022, through January 18, 2022, MultiCam’s subcontractor installed the machine and performed training for Olwin on the Machine.

13. From the date of installation until present, the Machine has not worked as promised. Problems include, but are not limited to, the following: the 5-axis feature does not work properly when attempting to bevel; the Machine will not part mark with the Hypertherm XPR as it should (without modification of G-code); and the Machine will not pre-pierce (without modification of G-code).

14. To date, Defendants have failed to address Plaintiff’s concerns of the Machine’s failings, despite Plaintiff’s efforts to communicate them directly to Defendants.

15. As a result of the Machine’s failure to fully function and operate properly at the time of installation, Olwin did not accept the Machine.

16. Plaintiff has been damaged in the principal amount of \$223,304.00 (the cost of the Machine), together with damages from lost time, lost materials, lost profits, loss of business and

incidentals, plus attorneys' fees incurred and to be incurred in connection with prosecuting this claim, interest and costs, which are all related to the Machine's various deficiencies.

FIRST CLAIM FOR RELIEF
BREACH OF CONTRACT

17. Plaintiff restates the prior paragraphs of this pleading as if fully rewritten herein.

18. The foregoing actions and/or inactions of Defendants constitute material breaches of the Agreement.

19. As a direct result of Defendants' breach of the Agreement, Plaintiff has been damaged in the principal amount of \$223,304.00 (the cost of the Machine), together with damages from lost time, lost materials, lost profits, loss of business and incidentals, plus attorneys' fees incurred and to be incurred in connection with prosecuting this claim, interest and costs which are all related to the Machine's various deficiencies.

SECOND CLAIM FOR RELIEF
NON-ACCEPTANCE
Tex. Bus. & Com. Code Sec. 2.606

20. Plaintiff restates the prior paragraphs of this pleading as if fully rewritten herein.

21. Due to the Machine's deficiencies at the time of installation, Plaintiff could not accept the Machine as installed.

22. As a result of Plaintiff's non-acceptance, Plaintiff has been damaged in the principal amount of \$223,304.00 (the cost of the Machine), together with damages from lost time, lost materials, lost profits, loss of business and incidentals, plus attorneys' fees incurred and to be incurred in connection with prosecuting this claim, interest and costs which are all related to the Machine's various deficiencies.

THIRD CLAIM FOR RELIEF
REVOCATION OF ACCEPTANCE
Tex. Bus. & Com. Code Sec. 2.608

23. Plaintiff restates the prior paragraphs of this pleading as if fully rewritten herein.

24. This cause of action is pled in the alternative, in the event it is determined that Plaintiff accepted the Machine as installed.

25. Plaintiff has since revoked its acceptance of the Machine based on the Machine's non-conformity, which substantially impairs its value to Plaintiff.

26. As a result of the Machine's deficiencies, Plaintiff has been unable to use the Machine as delivered and has been damaged in the principal amount of \$223,304.00 (the cost of the Machine), together with damages from lost time, lost materials, lost profits, loss of business and incidentals, plus attorneys' fees incurred and to be incurred in connection with prosecuting this claim, interest and costs which are all related to the Machine's various deficiencies.

FOURTH CLAIM FOR RELIEF
FRAUD

27. Plaintiff restates the prior paragraphs of this pleading as if fully rewritten herein.

28. Defendants and their employees and/or agents acting within the course and scope of their employment, and/or within the actual or apparent authority of their agency, made material representations as to the capabilities of the Machine including, but not limited to, the representations made in Exhibit B and Exhibit C, upon which Plaintiff relied when considering the purchase of the Machine (the "Representations").

29. At all relevant times, the Representations were false and were known by Defendants to be false; or alternatively, were made with reckless disregard of their truth or falsity. Such Representations were made with the intent that Plaintiff rely thereon to its detriment.

30. Plaintiff did, in fact, rely to its detriment on such Representations by agreeing to purchase the Machine even though the Machine was not capable of performing in the ways in which Defendants specifically represented.

31. As a direct and proximate cause of Defendants' material misrepresentations, and Plaintiff's detrimental reliance thereon, Plaintiff has been damaged in the principal amount of \$223,304.00 (the cost of the Machine), together with damages from lost time, lost materials, lost profits, loss of business and incidentals, plus attorneys' fees incurred and to be incurred in connection with prosecuting this claim, interest and costs which are all related to the Machine's various deficiencies.

FIFTH CLAIM FOR RELIEF
UNJUST ENRICHMENT

32. Plaintiff restates the prior paragraphs of this pleading as if fully rewritten herein.

33. Defendants have been unjustly enriched to the detriment of the Plaintiff, by failing to provide a machine that was fully functional and operating correctly at the time of installation, while retaining the full purchase price of the Machine, totaling \$223,304.00.

34. As a result, Plaintiff has been damaged in the principal amount of \$223,304.00 (the cost of the Machine), together with damages from lost time, lost materials, lost profits, loss of business and incidentals, plus attorneys' fees incurred and to be incurred in connection with prosecuting this claim, interest and costs which are all related to the Machine's various deficiencies.

WHEREFORE, Plaintiff prays as follows:

A. Under Plaintiff's First Cause of Action, for judgment in favor of Plaintiff and against Defendants in the principal amount of \$223,304.00, together with damages from lost

time, lost materials, lost profits, loss of business and incidentals, plus attorneys' fees incurred and to be incurred in connection with prosecuting this claim and court costs;

B. Under Plaintiff's Second Cause of Action, for judgment in favor of Plaintiff and against Defendants in the principal amount of \$223,304.00, together with damages from lost time, lost materials, lost profits, loss of business and incidentals, plus attorneys' fees incurred and to be incurred in connection with prosecuting this claim and court costs;

C. Under Plaintiff's Third Cause of Action, for judgment in favor of Plaintiff and against Defendants in the principal amount of \$223,304.00, together with damages from lost time, lost materials, lost profits, loss of business and incidentals, plus attorneys' fees incurred and to be incurred in connection with prosecuting this claim and court costs;

D. Under Plaintiff's Fourth Cause of Action, for judgment in favor of Plaintiff and against Defendants in the principal amount of \$223,304.00, together with damages from lost time, lost materials, lost profits, loss of business and incidentals, plus attorneys' fees incurred and to be incurred in connection with prosecuting this claim and court costs; and

E. Under Plaintiff's Fifth Cause of Action, for judgment in favor of Plaintiff and against Defendants in the principal amount of \$223,304.00, together with damages from lost time, lost materials, lost profits, loss of business and incidentals, plus attorneys' fees incurred and to be incurred in connection with prosecuting this claim and court costs.

Respectfully submitted,

s/Richard L. Carr, Jr.

Richard L. Carr, Jr. (0003180)

David M. Rickert (0010483)

AUMAN, MAHAN & FURRY

110 North Main Street, Suite 1000

Dayton, OH 45402-1738

(937) 223-6003 / ext. 3113

(937) 223-8550 (fax)

rlc@amfd Dayton.com; dmr@amfd Dayton.com

*Attorney for Plaintiff, Olwin Metal Fabrication,
LLC*

CERTIFICATE OF SERVICE

I hereby certify that on April 14, 2022, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following: [NONE].

I further certify that a copy of the foregoing has been furnished by Federal Express to:

MULTI-CAM, INC.
1025 West Royal Lane
DFW Airport, TX 75261,

MULTICAM GREAT LAKES, INC.
d/b/a MULTICAM OHIO VALLEY
TECHNOLOGY CENTER
2727 Elmridge Drive NW
Grand Rapids, MI 49534,

MULTICAM GREAT LAKES, INC.
d/b/a MULTICAM OHIO VALLEY
TECHNOLOGY CENTER
18 Carnegie Way
Cincinnati, OH 45246

s/Richard L. Carr

Richard L. Carr, Jr. (0003180)



1.616.956.6676

WELCOME TO MULTICAM GREAT LAKES & MULTICAM OHIO VALLEY TECHNOLOGY CENTERS



MultiCam Great Lakes' Regional Office and Technology Center is located in Grand Rapids, Michigan while MultiCam Ohio Valleys' is in Cincinnati, Ohio. Each Technology Center is complete with machines on the floor for demonstration, a software lab and training area, application training, spare parts and factory trained Technicians to install and keep your MultiCam up and going for years to come. When it comes to top quality CNC Machines, Technical Support and Service—no other manufacturer comes even close.



Privacy - Terms



Upcoming Events

Event Marketing by Constant Contact

OFFERING A FULL LINE OF CNC CUTTING SYSTEMS

**MULTICAM INC. MANUFACTURES INNOVATIVE &
VERSATILE
CNC ROUTER, LASER, PLASMA, WATERJET AND**

KNIFE CUTTING MACHINES

Whether your shop is large or small, we make a solution for every budget!

Our global network of experts includes over 60 Technology Centers worldwide with 20 across North America, so you can depend on local training, service and support.

> CONTACT US TODAY

UPCOMING TRADE SHOWS

Find out where MultiCam will be this year. 101

> SEE FULL SCHEDULE

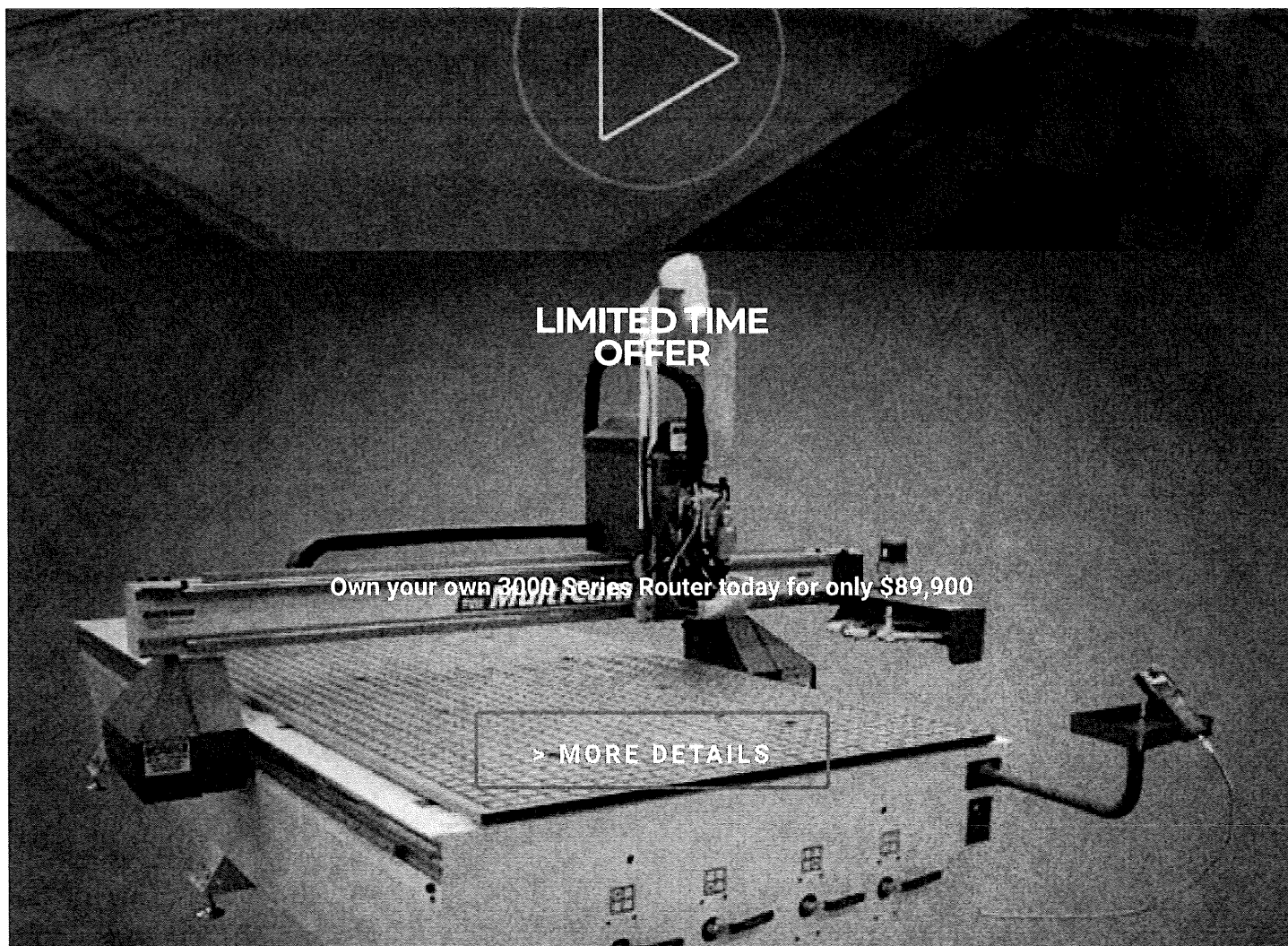
SEE OUR FEATURED PRESENTATION

MultiCam 5000 Series

EXHIBIT H

EXHIBIT A (Page 3 of 5)

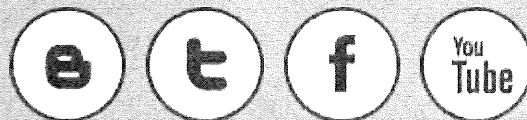
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> SIGN UP

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Grand Rapids, MI 49534



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fax +1.616.956.8070



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----- Forwarded Message -----

Subject:Angle cut charts

Date:Wed, 17 Nov 2021 16:47:32 -0500

From:Brian Newhouse <brian@multicamoh.com>

To:Derrick Olwin <sales@olwinmetalfab.com>

In all the work on the warranty, I neglected to send this to you:

All the standard bevel cuts are thoroughly tested:

A, V, Y, Inverted Y, X and K

Major angles tested 45,30,15

The cut charts are included in the Sigmanest Software

Brian Newhouse

Ohio Valley Sales



18 Carnegie Way | Cincinnati, OH 45246

mobile (513) 515-8962 | office (513) 392-6013

fax (616) 956-8070 | email:brian@multicamoh.com

Confidentiality Note: This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

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ARCOS Bridge & Rail Plasma

Reliable turnkey solutions for any metal based application requiring consistency, productivity, performance, and versatility.



Presented To:
Derrick Olwin
Olwin Metal Fabrication
sales@olwinmetalfab.com



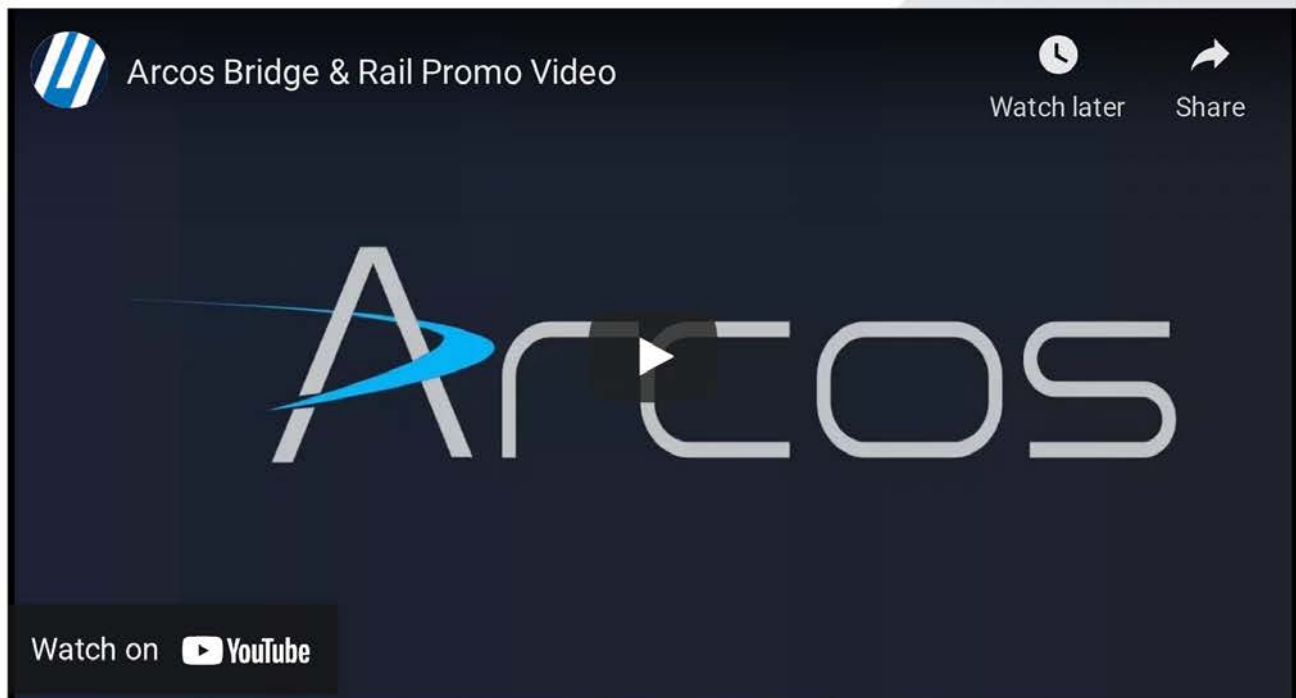
MULTICAM
Complete CNC Solutions



MultiCam is a global supplier of innovative CNC cutting solutions in industries ranging from sign making to digital finishing, sheet metal to plate-steel processing, hardwoods to cabinet making, thermoform trimming to plastics fabrication as well as a wide variety of aerospace and automotive applications.

With over 12,000 machines installed worldwide, MultiCam provides cost-effective, easy-to-use, programmable cutting and additive manufacturing solutions for large and small companies alike.

Founded in 1989, MultiCam's corporate office and manufacturing facility is located in the heart of Dallas-Fort Worth, Texas. With over 50 technology centers across the globe and sales and service representatives in over 100 countries, you'll find a location near you for local sales, demonstrations, training, service, and support.





Your local technology centers

Grand Rapids, MI

Cincinnati, OH

Each Technology Center is complete with machines on the floor for demonstration, a software training lab, machine & application training, spare parts, and certified technicians to install and keep your MultiCam up and running for years to come. When it comes to top quality CNC Machines, Technical Support, and Local Service—no other manufacturer comes even close. With over 50 locations worldwide, we're always nearby!



RUGGED, HEAVY-DUTY...

...HIGH-PERFORMANCE

ARCOS BRIDGE & RAIL PLASMA

The Arcos is designed for manufacturers who need to cut heavy plate or need a large processing area without sacrificing accuracy or cut quality. Arcos is a complete ground up design with the latest power supplies from Hypertherm and the latest automatic oxy fuel system from IHT. A well balanced design with a low profile while maintaining a whopping 8 ft. of cut clearance giving it a low center of gravity for optimal motion at 50% higher speeds and 200% faster accelerations than previous models. The Arcos system from MultiCam touts best in class motion for ultra smooth cuts, while utilizing all the latest process control libraries from valuable partners like Hypertherm and IHT.

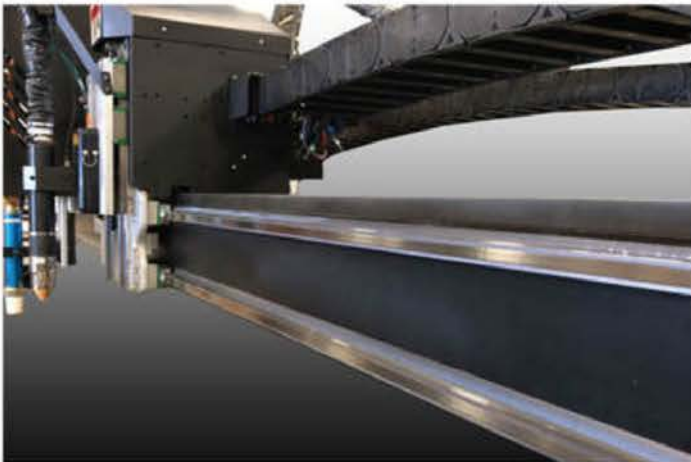


FEATURES & SPECIFICATION GUIDE

PERFORMANCE / EASE OF USE / PRODUCTIVITY

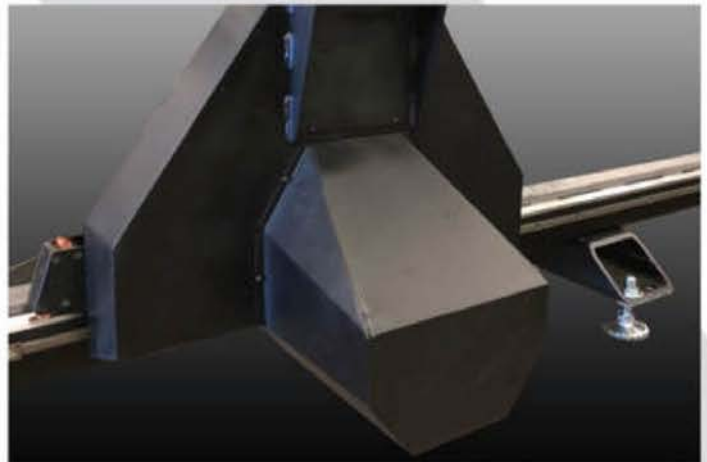
FEATURES

No machine offers more features than the innovative and versatile Arcos Bridge & Rail Plasma.



Gantry **Engineered for Performance**

The gantry is made of 1/4" thick square tubular steel that is welded, stress-relieved, and precision machined. The gantry has been engineered to provide a smooth, vibration free cut at optimal speeds and accelerations.



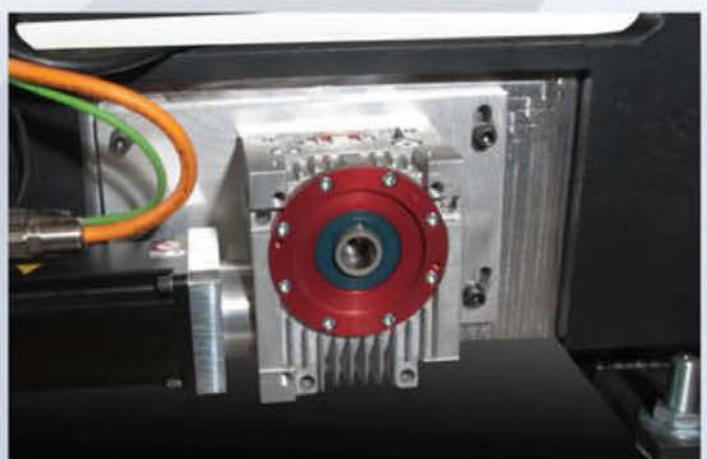
Gantry Supports **High Strength, Minimal Vibration**

The Arcos gantry supports are manufactured from cut steel plate. They are welded, stress-relieved, and precision machined. Wide X-Axis bearing spacing and heavy plate help dampen vibration and give the structural tube gantry extremely rigid support.



Modular Base Rails **Rigid & Smooth**

The MultiCam Arcos' modular base rails are made from 1/2" thick tubular steel. This extremely rigid base reduces vibration and allows for the best cutting quality using modular sections that can be added for longer machine lengths. The Arcos also includes integrated leveling feet and pre drilled bolt holes for easy anchoring.

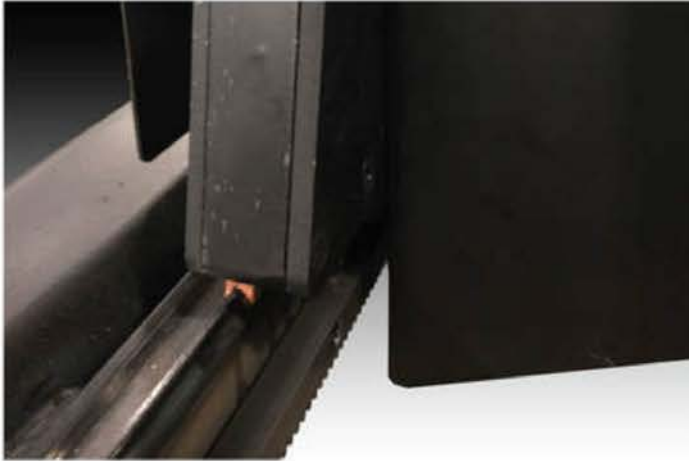


Precision GearBoxes (X-Axis) **Solid, Heavy-Duty Construction with Helical Rack**

These high torque, low backlash gearboxes are ideal for moving and positioning the precision gantry at high speeds and acceleration rates while still delivering smooth motion.

FEATURES

The Arcos delivers consistent accuracy and reliable control.



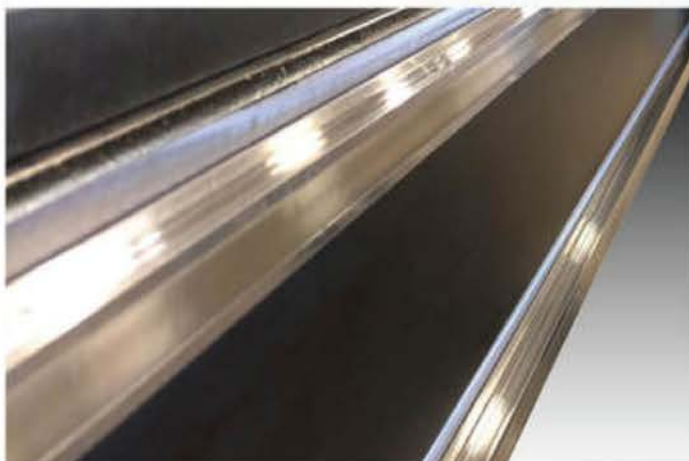
Guide Way System (X-Axis) **Smooth & Accurate**

MultiCam's legendary motion is a result of our manufacturing process. The Arcos Bridge and Rail features a combination V-rail capture and floating rail system that provides super smooth, accurate motion that will allow for our precise automatic squaring routine and glide effortlessly down the rails.



EZ Control **Easy-To-Use**

MultiCam's EZ Control is one of the most powerful yet easy-to-use motion control systems available on the market. It allows for multiple job reference positions, automatic Z surfacing, and proximity restart.



Linear Bearings (Y & Z Axes) **Precise & Sturdy**

The Arcos incorporates 25mm linear bearing profile rails with stainless steel strip cover for high rigidity and capacities in all load directions.



Digital Servo Drive System **Smooth & Reliable**

Digital Servo drives and brushless digital AC servo motors form a digital vector servo drive system that is standard on all 3000 Series machines. This drive system integrates position, velocity, and torque loops seamlessly to provide uncompromised tracking accuracy, smoothness, and reliability.



Oxy Torch (Option)

Versatile Performance

Maximize your manufacturing capabilities with this optional OxyFuel torches. These torches are rated to cut mild steel up to 8" thick. The IHT torches feature auto-gas, auto-ignition, auto-surface sensing, auto-height, auto-shutoff and auto-cut chart integration. The Arcos system seamlessly runs the latest IHT libraries for easy setup and operation.



Quick-Stop Crash Protection

Quick & Easy

The quick-stop crash protection torch holder protects your investment against serious damage. During the cut process it is possible for small parts to tilt up. If the torch hits these obstacles, the torch releases and shifts to the side. The machine will pause and allow the user to fix the problem before continuing on.

ADVANCED FEATURES

ADAPTIVE AUTOMATIC TORCH HEIGHT CONTROL

MultiCam has introduced one of the most advanced automatic torch height control systems on the market. The challenge was to make the torch height control extremely responsive when cutting thin metals and very smooth when cutting thick metals. To achieve the best cut quality possible it is critical to keep the torch to work distance very consistent. If the torch height control is too responsive on thick metals the cut edge quality will not be smooth. If the torch height control is not responsive enough when cutting thin metals the torch will not be able to adjust quickly enough. In some cases, the cut height will not be ideal and the torch may even crash into the material. Most competitive torch height control systems are independent from the motion controller and cannot automatically adapt to changes in cut speed and materials thickness.

The Arcos from MultiCam fully integrated height control system takes all of this into account and is critical to the smooth cut results. The sensitivity of the Torch Height control is automatically adjusted based on the current cutting parameters. MultiCam's integrated Torch Height Control gives the customer the best of both worlds; very fast response when cutting thin metals, smooth slower adjustments when cutting thick plate. The best part is that all of these adjustments happen automatically for the end user. Height control is an integral function of the controller itself, there are fewer parts, which translates into less maintenance cost.

AUTO REFERENCE VOLTAGE

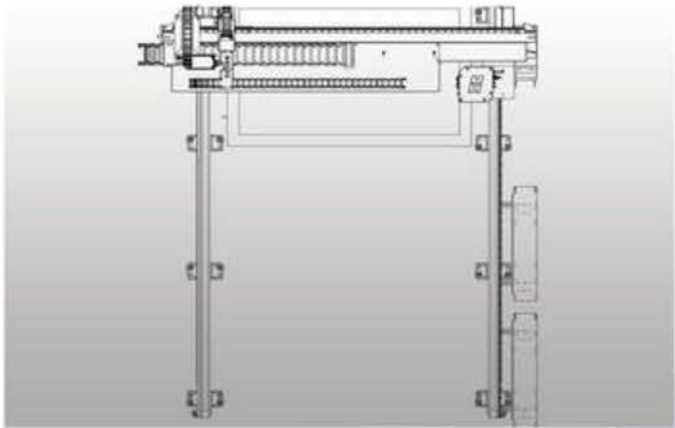
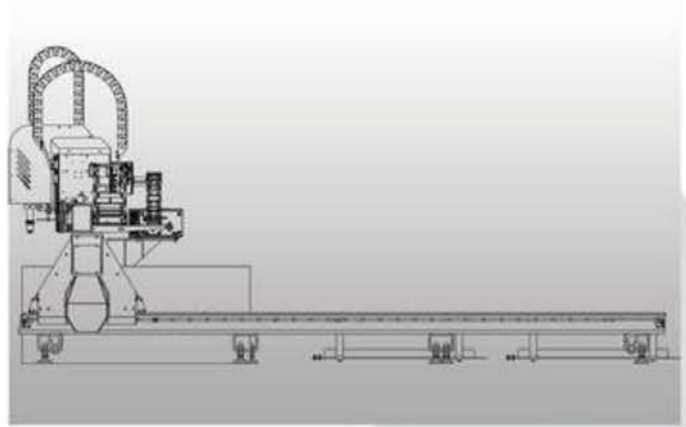
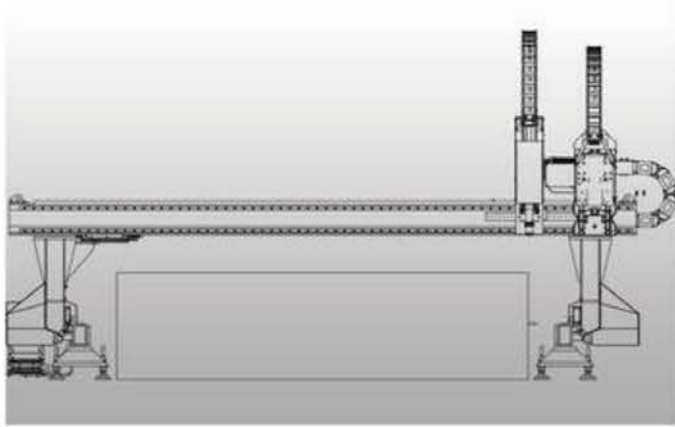
Most systems have the user manually enter in a reference voltage for the torch height. The MultiCam system automatically samples and sets the voltage at the beginning of each program based on the material libraries as a known starting point. This results in a better cut, longer consumable life, and reduces the chance for error. Why is this important? Many parameters can affect the torch height voltage. Whether you're cutting faster or slower, the book value of the torch height voltage will change. It is nearly impossible for the end user to guess the correct voltage. MultiCam eliminates this guess work by automating this process so you can spend your time on production.

ADVANCED KERF CROSSING

The EZ Control automatically samples the torch height voltage at 500 times per second. The data is fed into a series of algorithms which are designed to adjust the smoothness and sensitivity of the torch height control. This is done by averaging the data over varying periods of time. When the voltage drastically changes the controller locks out the torch height control.

Drastic changes in voltage are usually caused by cutting back over the kerf. Normally this occurs at the end of a cut when the lead out crosses over the lead in. Systems that do not properly adjust to kerf crossing can dip the torch at the end of the cut or even crash the torch into the material. This can result in either a destroyed part or part that is not properly cut out. Coreo Advanced Kerf Crossing detects these changes in voltage and instantaneously locks out the torch height control. Once the voltage stabilizes, torch height control will resume.

SPECIFICATIONS



Specifications	Inches	Metric
Z-Axis Clearance	38.5"	978mm*
Z-Axis Travel	12"	305mm
Z-Axis Work Range	38" - 26"	965mm - 660mm
Reapeatability	+/-0.001"	+/-0.0254mm
Rapid Traverse	1500 IPM	38.1 MPM
Drive System (X,Y)	Rack & Pinion Helical	Rack & Pinion Helical
Drive System (Z)	Ball Screw	Ball Screw

*without cutting table

Widths starting at 8' wide and modular lengths.



5 Axis Bevel System

5 axis bevel system is powered by Esautomation for ultra smooth cuts, while utilizing all the latest process control libraries from valuable partners like Hypertherm and IHT.



Esautomation has years of experience in the management of 5 axis machines for thermal cutting and collaborating with leading international manufacturers, the project of the bi-rotary head Esautomation 5AX was born.



Esa 5 Axis Head Cuts Up To $\pm 50^\circ$ Bevel Angle

Designed to reconcile the demands of precision and reducing the costs of the new machines, the 5AX bi-rotary head encompasses high accuracy and repeatability due to the adoption of high precision bearings and to the full digital Esautomation.



Operator Interface & CNC Controller Ultra High Block Execution Speed

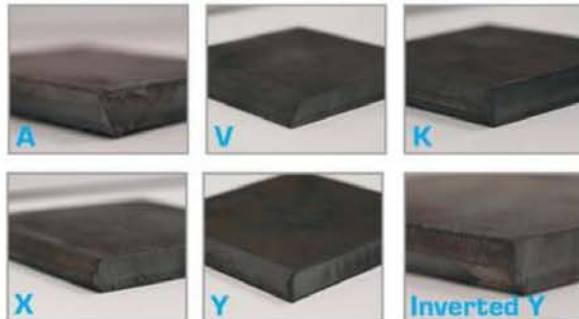
- High Performance AMD
- Embedded GX-42CC 2.4 Hz
- Windows® 10 IOT Enterprise



Esa Motors High Inertia with Daisy Chain Wiring

The motion system integrates position, velocity, and torque loops seamlessly to provide uncompromised tracking accuracy, smoothness, and reliability with absolute encoders.

Cutting for A,V,K,X,Y and Inverted Y Style Bevel Cuts



Full SigmaNEST Integration

Designed to Help Fabricators Win

Using SigmaNEST, you can import parts from any major CAD system, automatically sort them into tasks by material and machine, optimize your material usage and machine motion, post programs to your profile cutting machines, and track your productivity from start to finish.

Considerably reduce programming time through automatic features:

- Automatic bevel nesting and clearance for maximum material utilization
- Automatic bevel recognition from all major CAD systems such as CDL, AutoCAD, DXF and DWG, HPGL, IGES Tribon, SOLIDWORKS, Solid Edge, Inventor, Pro/E and NX
- Part settings for bevels, grain constraints, and leadins/lead-outs can be saved to the part library
- Support for multiple processes such as marking, and pre-piercing.

Specifications	B Axis	C Axis
Servomotors	Esautomation Digital E Series	Esautomation Digital E Series
Beveling Angle Max	50°	50°
Max Speed	120 rpm/min.	120 rpm/min.
Transmission Accuracy (Arcmin)	<1.5	<1.5
Reliability (Arcmin)	1	1
Weight	12.5 Kg	12.5 Kg
Engine Types	230 VAC 400 VAC	230 VAC 400 VAC



The Reason Thousands Trust MultiCam EZ Control

The EZ Control concept began in the early 1980s as the mouse-and-graphical-user interface reshaped the personal computer. Building on this concept, MultiCam set off to develop a powerful, feature-rich motion control system that would be so easy to teach and use that it could empower the average person with the ability to produce CNC parts.

When you purchase a MultiCam cutting solution, your goal is to automate a process. There are many competitive choices, but only MultiCam offers EZ Control -- the ultimate advancement in the human machine interface (HMI) that allows anyone to run the CNC machine.

When companies automate, they focus on reducing cost and maximizing profit by producing more parts faster and more accurately with less waste and less labor. EZ Control helps customers best achieve these goals, with the added benefits of shorter production times and extreme ease-of-use. If the machine operator is out and the next worker in line must continue with the day's work, then the process is made possible with the EZ Control system. With only a few minutes of training, the replacement machine operator can continue with the workload and save the day's production. Now that is EZ Control!

The MultiCam motion control is one of the most powerful yet easy-to-use motion control systems available on machine tools today. No wonder MultiCam named its motion system EZ Control!





With the Core gas console option, X-Definition cut quality is delivered through the nitrogen HDi™ process that prevents the mixing of air into the cut surface, creating an improved, brighter edge finish, up to 12 millimeters, or ½ inch.

On thicker material, above 12 millimeters or ½ inch, the pure nitrogen cutting process yields very good results, but edges may be darkened.

For the Core console, gas selection options include oxygen, nitrogen, and air.

A customer's cutting needs align with the Core console if they cut mostly mild steel and occasionally stainless steel, particularly in the thinner range.

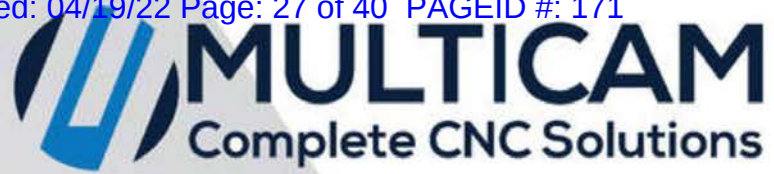
Core

Core console offers XPR X-Definition cutting capability for mild steel and non-ferrous materials.

X-Definition
N₂ HDi
Vent-to-Shield

O₂
N₂
Air





The Vented Water Injection console offers all the Core console capabilities, plus:

Over a 10% increase in piercing thickness with argon as an assist gas.

Significantly enhanced stainless steel and aluminum cutting with the F5 HDi technology

And, excellent cut quality and surface smoothness on aluminum with patent pending Vented Water Injection.

Gas selection options expand to oxygen, nitrogen, F5, argon, and air, with water for the Vented Water Injection process. A customer who needs high cut quality across a broader thickness range of all materials, especially one who is cutting more aluminum, would benefit most from the VWI console.

VWI

Patent pending Vented Water Injection processes yield excellent results for non-ferrous materials.

X-Definition N₂
HDi
Vent-to-Shield

O₂
N₂
Air

F5
Argon
H₂O

HPR260XD XPR300			
Maximum output power		45.5 kW	63 kW
100% duty arc voltage		175 V	210 V
Pierce capacity	MS	1-1/4"	2"
	SST	1-1/4"	1-1/2"
	AL	1"	1-1/2"
Severance cap.	MS	2-1/2"	3"
	SST	2"	3"
	AL	2"	2"

Hypertherm®
Cut with confidence™



Delivering all the capabilities that the Core and VWI consoles offer, the OptiMix™ console also adds discrete 3-gas mixing – argon, hydrogen, and nitrogen – for the world's most flexible, premium stainless steel and aluminum cutting capability. Gas selection options expand further to oxygen, nitrogen, F5, argon, hydrogen, and air, with water for the Vented Water Injection process.

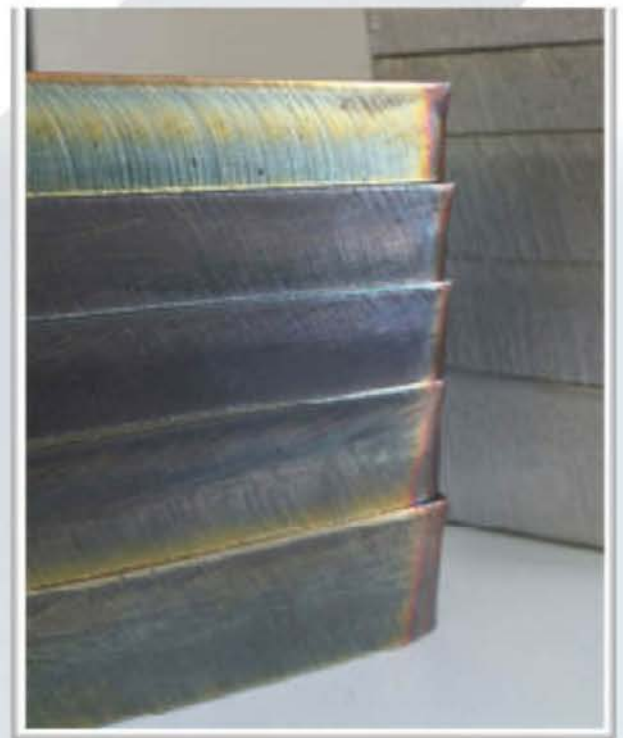
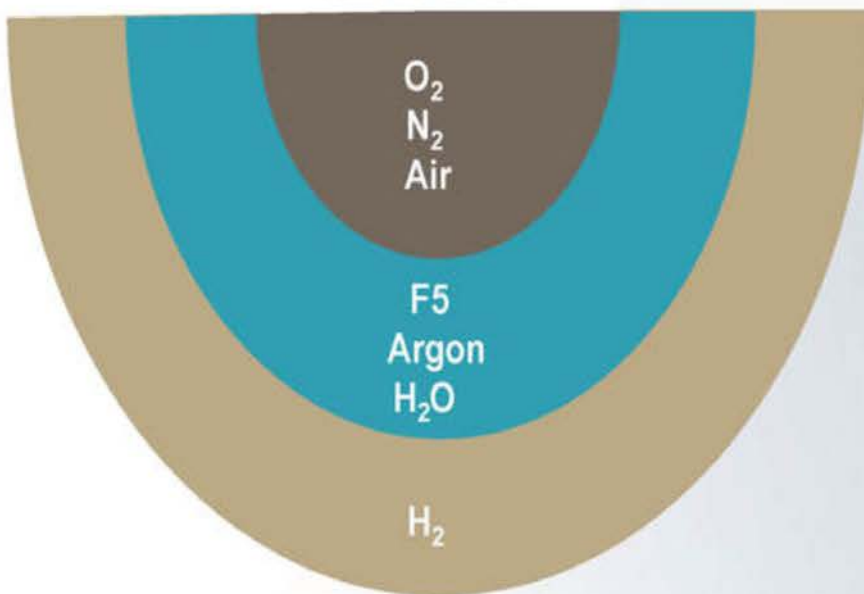
The OptiMix gas console offers the most versatility and highest cut quality possible to customers cutting mild steel, stainless steel, and aluminum.

OptiMix

3-gas mixing
Argon-assist gas
F5 HDi
Vented Water Injection

X-Definition
N₂ HDi
Vent-to-Shield

OptiMix console adds discrete 3-gas mixing and flexibility to stainless steel and aluminum cutting.



MULTICAM

Complete CNC Solutions

Solving Your Manufacturing Issues Since 1989

MultiCam is a global supplier of innovative CNC cutting solutions founded in 1989. With over 13,000 machines installed worldwide, MultiCam provides cost effective, easy-to-use, programmable cutting solutions for companies of all sizes.



7000 SERIES



5000 SERIES



APEX³⁰



APEX¹⁰



CLASSIC



6000P SERIES



ARCOS



3000P SERIES



1000P SERIES



V-PLASMA



6000W SERIES



5000W SERIES



3000W SERIES



1000W SERIES



V-WATERJET



ceero⁷



ceero⁵



ceero³



QUANTUS



MAGNUS



MADE IN THE USA
AMERICAN PRODUCT

CNC
ROUTERS
PLASMAS
WATERJETS
KNIFE
LASERS

WITH PRIDE
 EXHIBIT C (Page 15 of 26)

BASE (INCLUDED)

Title/Description	Qty
<div data-bbox="185 344 321 420"></div> <div data-bbox="175 268 443 296">Arcos Series Plasma</div> <div data-bbox="1198 268 1214 296">1</div> <ul style="list-style-type: none"> • Bridge & modular base rail design with 1/2" thick tubular steel & 1' x 1-1/2" steel bars. Gantry is 1/4" thick, 12" x 12" tubular steel & reinforced with 1/4" structural steel. The gantry supports are a steel weldment with extra wide gantry stance & bearing spacing to provide an extremely rigid platform. Machine is welded, stress relieved, & precision machined. • <i>HELICAL</i> rack & pinion drive system on Xa, Xb, & Y axis. 	
<div data-bbox="207 659 282 781"></div> <div data-bbox="175 611 722 638">Multicam standard handheld user Interface</div> <div data-bbox="1198 611 1214 638">1</div> <ul style="list-style-type: none"> • "User Friendly" hand held graphical interface controller with job previewing. • Industrial Extratech ultra-smooth motion control with Ethernet DNC 	
<div data-bbox="207 898 289 1024"></div> <div data-bbox="175 842 618 869">Advanced Graphical CNC Interface</div> <div data-bbox="1198 842 1214 869">1</div> <ul style="list-style-type: none"> • The MultiCam Advanced Workstation CNC interface that includes PC, Workstation, and Windows HOME operating system. • Pre-loaded with COREO 5 BMO Software Suite COREO BMO VIDEO 	
<div data-bbox="196 1129 298 1247"></div> <div data-bbox="175 1073 537 1100">Brushless AC Servo System</div> <div data-bbox="1198 1073 1214 1100">1</div> <ul style="list-style-type: none"> • Schneider brushless AC servo drive system with matched Schneider servo motors & Precision high torque, low backlash gearboxes are ideal for moving & positioning the precision gantry at high speeds up to 1500ipm. 	
<div data-bbox="175 1360 321 1503"></div> <div data-bbox="175 1304 321 1331">Bevel Head</div> <div data-bbox="1198 1304 1214 1331">1</div> <ul style="list-style-type: none"> • 5-axis Head from ESAUTOMATION • Latest Process control libraries from Hypertherm • SigmaNest Integration • Automatic Bevel nesting and clearance for maximum material utilization • Automatic Bevel recognition from all major CAD systems such as CDL, AutoCAD, DXF, DWG, SOLIDWORKS, Inventor and others • Settings for bevels, grain constraints, leadins/leadouts can be saved to part library • Multiple process support such as marking and pre-piercing • Max angle 50 deg, both B and C axis 	

MACHINE VOLTAGE

Title/Description

220v/230v



- Pre-wired for 220v/230v 3 phase

CUTTING AREA

Title/Description

6' x 12' Cutting Area



- 72" x 144" (6'x12') Process area

NO TABLE

Title/Description

This quote does not include a table (cutting surface)

- Customer has existing water table
- No need for the cutting surface

TORCH HEIGHT CONTROLLER (INCLUDED)

Title/Description

Automatic Torch Height System (ATHC)



- Automatic Torch Height System includes high speed Z-Axis motion with linear bearing ways and the T5 accuracy precision ground & hardened ball screw controls the 12" of stroke & spring actuated failsafe crash protection braking system. Two process surface detection. Smooth and accurate Arc Voltage Height Control

LASER CROSS HAIRS (INCLUDED)

Title/Description

Laser Cross Hair Pointer



- Decrease Job Set-Up Times
- Quickly and accurately identify reference points on the material to minimize job set-up time. ["Laser Pointer" VIDEO](#)

PLASMA UNIT

Title/Description

Hypertherm XPR300 High Definition Plasma Unit



- Hypertherm 300 amp Plasma Unit
- Maximum mild steel pierce capacity 2". Edge start 3"
- Maximum stainless steel pierce capacity 1-1/2". Edge start 3"
- Maximum aluminum pierce capacity 1-1/2". Edge start 2"
- Includes XPR300 Preventative Maintenance Kit (380V-600V)

[Meet the new XPR Plasma \(VIDEO\)](#)

IMPORTANT: Plasma unit voltage selection is very important. Please verify which voltage selection is most closely representative of your measured building voltage where the unit will be connected.

PLASMA UNIT VOLTAGE

Title/Description

480v 3 Phase



- Plasma Unit is Pre-wired for 480v 3 phase

GAS CONSOLE

Title/Description

Hypertherm XPR Optimix Auto-Gas Console



- Automatic gas console for quickly and automatically switching between various gasses simply by choosing desired material.
- Includes new N₂ HDi™ process that prevents the mixing of air into the plasma gas, creating an improved, brighter edge finish.
- 10% increase in piercing thickness with argon-assist.
- Significantly enhanced stainless steel and aluminum capabilities are delivered with the addition of F5 HDi processes and patent pending Vented Water Injection (VWI).
- Includes discrete 3-gas mixing – Ar, H₂, and N₂ for premium stainless steel and aluminum cutting capability.
- INCLUDES OPTIMIX GAS HOSE KIT

[Gas Console Comparison \(VIDEO\)](#)

AIR ASSIST (INCLUDED)

Title/Description

Air Booster w/Pig Tank



- Boosts air pressure to 120psi constant.
- Reserve air tank to ensure constant desired pressure.
- Air prep components to help maintain clean, dry air.

SOFTWARE

Title/Description






SigmaNest







SigmaNEST Software Included:

- One license for SigmaNEST Techno
- One license SigmaNEST Bevel Programming Module
- One license BHQ Module
- One license Bevel Post Processor for Multicam
- First Year of Software Maintenance plan
- 4 Days onsite SigmaNEST Training
- Travel and Expenses for SignmaNEST Trainer



OPTIONS: (Click box to add to total)

Title/Description	Cost	Qty	Subtotal
<input type="checkbox"/> XPR300 Mild Steel Consumable Starter Kit w/Torch  <ul style="list-style-type: none"> • 428618 [pack of 1] KIT-PRTKT:XPR300A MILD STEEL • Includes 80-300 amp consumables for Mild Steel • Includes extra quick disconnect torch. • Includes spanner wrench • Includes consumable tool 	\$1,450.00	1	\$0.00
<input type="checkbox"/> XPR300 SS/AL Consumable Starter Kit w/Torch  <ul style="list-style-type: none"> • 428619 [pack of 1] KIT-PRTKT:XPR300A SS/AL • Includes 40-300 amp consumables for SS/AL • Includes extra quick disconnect torch. • Includes spanner wrench • Includes consumable tool 	\$1,630.00	1	\$0.00
<input type="checkbox"/> Spare XPR Quick Disconnect Main Body  <ul style="list-style-type: none"> • Additional quick disconnect torch body • Allows or quickly changing to different consumables set. 	\$1,200.00	1	\$0.00
<input type="checkbox"/> Logic Trace Digitizing System  <ul style="list-style-type: none"> • Quickly & accurately reverse engineer parts and convert them to dxf files, ready for toolpathing with the Logic Trace digitizing tracing table & pen. 20' x 24" tracing area. (Other sizes available) Click HERE to see how it works! 	\$3,000.00	1	\$0.00
<input type="checkbox"/> 3 Stage Coalescing Air Filtration System  <ul style="list-style-type: none"> • Removes condensed liquids, solid particles, etc. (STRONGLY recommended. If not purchased here, please have one installed near machine location prior to installing technicians arrival) 	\$1,189.00	1	\$0.00

INSTALLATION / WARRANTY

Title/Description	Qty
Installation  <ul style="list-style-type: none"> Includes "at your pace" machine installation & operator training at your facility. "We do not charge for extra days" Includes follow up training day 1-2 weeks after initial installation 	1
Local Support  <ul style="list-style-type: none"> Multiple local "in your area" factory trained service technicians with fully stocked service vans to quickly respond to your service and training needs. 	1
Phone Support  <ul style="list-style-type: none"> Free unlimited lifetime phone & remote diagnostic support during normal business hours. 	1
Warranty  <ul style="list-style-type: none"> Includes 1 year parts & labor warranty (subject to our Terms & Conditions) Our warranty includes drive time, mileage, and hotel stay. <u>Does our competitors?</u> 	1

FREIGHT (CHOOSE ONE)

Title/Description	Cost	Subtotal
<input type="radio"/> Freight Included  F.O.B.: Dallas, TX – Freight included with proposal Note* Customer is responsible for unloading machine and setting in final place	\$3,500.00	\$0.00
<input checked="" type="radio"/> Freight Arranged By Customer  <ul style="list-style-type: none"> Customer agrees to arrange freight from factory to customer location 	\$0.00	\$0.00

TERMS

Title/Description	Subtotal
Terms  <ul style="list-style-type: none"> • 50% due with order 50% due prior to machine shipping • FOB Dallas, TX • Mid-December shipment • Stock machine, Subject to Prior Sale 	\$0.00
2021 Stock Machine Factory Discount 	\$-11,750.00
Warranty <ul style="list-style-type: none"> • Arcos Plasma Machine is covered by 2 year parts and labor warranty by MultiCam • Hypertherm Torch / Leads / Gas Console / Plasma unit is covered by 1 year parts and labor warranty by MultiCam 	\$0.00

TOTAL INCLUDING SELECTED OPTIONS: \$223,304.00

Thank you for the opportunity to help with your production needs!

Brian Newhouse

MultiCam Great Lakes Inc

Accepted by: *Derrick Olwin*
11/18/2021 10:31am EST

Date: _____



Olwin Metal Fabrication, Derrick Olwin

****Note**** All quotations are subject to standard Terms & Conditions. Orders accepted subject to prices & specifications in effect at time of order. Your electrician will need to provide power to the machine. Complete installation documentation will be provided. MultiCam Great Lakes, Inc. provides no warranties or consulting support for any software not provided with the MultiCam CNC. We will guarantee the MultiCam CNC to be fully functional and operating properly at the time of installation. If custom payment terms are agreed upon, the final payment shall be due at installation or net 30 days from the date of shipment, whichever is sooner. If Customer fails to make final payment within 5 days of its due date that non-payment will

result in a service charge of the lesser of 1.5% per month (18% per annum) or the maximum amount allowable by law; and/or a storage fee.



TERMS AND CONDITIONS

1. **GENERAL:** The following terms and conditions shall apply to sale of products, services and parts ("Product") manufactured by MultiCam Inc. ("Manufacturer") to the customer ("Purchaser"). Purchaser accepts this Quotation by signing where indicated. Written acceptance of this Quotation by Purchaser accompanied by a deposit accepted by Manufacturer will constitute an agreement binding on both parties.

2. **PAYMENT TERMS:** Machine orders must be accompanied by a deposit of 50% of the total dollar amount of the order and are subject to the acceptance by Manufacturer. The remaining 50% of the total dollar amount of the order must be received by Manufacturer prior to shipment of the order. Terms other than these must be approved in writing by Manufacturer prior to acceptance of an order.

3. **TITLE and Risk of Loss:** All Product is sold ex-works "origin" for international sales and F.O.B. Dallas, Texas for domestic sales, unless otherwise specified in the Quotation, and Manufacturer's responsibility ends when the product is made available to Purchaser to take possession. Title to all Product and risk of loss and damage will pass to Purchaser upon notification of availability.

4. **STORAGE, UNPAID BALANCE:** Purchaser will have 14 days from completion of the Product (date of packing) to take title and delivery. After the 14-day period and at the sole discretion of the Manufacturer, storage fees will be assessed at the rate of \$1,000 per month for the first month and \$1,500 per month thereafter (prorated). The Purchaser shall promptly pay all monies due the Manufacturer in accordance with the credit terms provided. Any amount not paid to the Manufacturer when due shall bear interest at the rate of 1.5% per month.

5. **SECURITY AGREEMENT:** A Purchase Money Security Interest in the Product will be retained by Manufacturer until full payment has been received. Purchaser agrees to complete a UCC filing or any similar filing under local law, if requested by Manufacturer, to provide to Manufacturer a perfected, enforceable security interest or lien in the Product. At Manufacturer's discretion, warranty claims may be denied until full payment has been received from Purchaser.

6. **SHIPMENT DATE:** For custom built Product, the estimated date of shipment is computed from the date the entire deposit is received by Manufacturer. The estimate is based on the engineering and manufacturing schedule currently in effect and is subject to change as a result of events beyond Manufacturer's reasonable control. Such events shall include without limitation, acts of God; strikes or labor disputes; acts, laws, rules or regulations of any government or government agency; fires; floods; delays or failures in delivery of carriers or suppliers; shortages of materials; and any other cause beyond Manufacturer's control.

7. **TAXES:** Pricing does not include any present or future taxes that may result from this transaction, all of which will be paid by Purchaser.

8. **RESALE OF PRODUCT:** If Purchaser shall resell Product to a third party, Purchaser must disclose in writing these terms and conditions to such third party, including but not limited to Manufacturer's warranty limits and denial of all express and implied warranties including implied warranties of merchantability and fitness for a particular purpose. If Purchaser fails to make such disclosures, then Manufacturer's limited warranty does not transfer and Purchaser alone will be responsible to such third party.

9. **WARRANTY:** Manufacturer warrants to Purchaser that the Product will be free from defects in material and workmanship for a period of 13 months from date of shipment. Specific deviations from the warranty include CNC Router spindle bearings which are warranted for defects in material and workmanship for a period of 3 months from date of shipment. Specific exclusions to the CNC Laser Products warranty include damage as a result of fire as well as all damage to mirrors and optics including damage as a result of dust. In addition, the effects of corrosion and erosion are specifically excluded on all CNC Waterjet products. Manufacturer's obligation under this warranty is limited to repair or replacement of parts that are determined by Manufacturer to be defective. Replacement parts may be new or factory refurbished at Manufacturer's discretion. Use of parts other than those specified by Manufacturer may be cause for invalidation of the warranty. All parts replaced under warranty shall become the property of Manufacturer. This warranty does not include normal wear parts such as, but not limited to, filters, belts, hoses, seals, brushes, consumables or parts damaged due to negligence, accident, misuse, environmental factors, improper maintenance or improper machine application. Modification of the Product by Purchaser may void warranty in full or in part at the sole discretion of Manufacturer. Purchaser shall not operate any Product that is considered to be defective without first notifying the Manufacturer in writing of its intent to do so. Any such use of the Product will be at the Purchaser's sole risk and liability. Purchaser agrees to submit Warranty Registration Card to Manufacturer within 10 days of installation of the product. Failure to do so may invalidate warranty at the sole discretion of the Manufacturer. A parts and labor warranty does not include Seller or Manufacturer's travel and lodging expenses which will be billed separately to Purchaser. MANUFACTURER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT ARE DISCLAIMED.

10. **WARRANTY CLAIMS:** For warranty claims, Purchaser must contact Manufacturer for any parts that must be returned. Purchaser is responsible for shipping costs of returned items. Warranted parts are invoiced by Manufacturer to Purchaser and shipped at Manufacturer's expense. At the sole discretion of the Manufacturer, some warranted parts may not be required to be returned. For parts requiring return, Manufacturer will issue an RMA number which must be prominently displayed on the outside of the return package. All parts must be shipped to Manufacturer within 30 days of Manufacturer's shipment of warranty replacement parts. At the sole discretion of the Manufacturer, warranty parts not shipped within the 30 day period will be assessed a 10% late fee. On receipt of returned warranted parts, Manufacturer will forward parts to the vendor



TERMS AND CONDITIONS

for evaluation of the warranty claim. Acceptance of a warranty claim is at the sole discretion of the Manufacturer. Returned parts not covered under warranty will not be credited against the original invoice issued by Manufacturer.

11. LIMITS OF LIABILITY: MANUFACTURER WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES RESULTING FROM ANY DEFECT OR FAILURE OF ANY ITEM MANUFACTURED OR SUPPLIED BY MANUFACTURER INCLUDING, BUT NOT LIMITED TO, DAMAGE OR INJURY TO PERSONS OR PROPERTY, LABOR COSTS, LOST REVENUE OR PROFITS OR EXPENSES OF DELAY. MANUFACTURER'S SOLE LIABILITY IS LIMITED TO ITS LIABILITY UNDER THE WARRANTY.

12. CANCELLATION: If Purchaser cancels its order without Manufacturer's prior written consent, Manufacturer will be compensated for Product in process. Purchaser will pay Manufacturer its actual costs and overhead expenses determined in accordance with U. S. generally accepted accounting practice, plus 25%

13. APPLICABLE LAW, SEVERABILITY: The laws of the state of Texas (excluding conflicts of laws rules and principles) will apply to these Terms and Conditions and any subsequent agreement. To the extent any provision or clause in these Terms and Conditions or subsequent agreement is prohibited by any law or is deemed unenforceable, such prohibition or unenforceability will not invalidate any of the remaining provisions or clauses in these Terms and Conditions or any subsequent agreement.

14. PRODUCT SPECIFICATIONS: Manufacturer reserves the right to change and/or substitute Product components during the manufacture that will not materially alter the specifications or function of the Product.

15. EXPORT COMPLIANCE: Purchaser agrees that its business shall be conducted in accordance with all laws of the United States and its foreign jurisdictions, and in a manner that will always reflect the highest standards of ethics. Diversion of the Product contrary to U.S. law is prohibited. In particular, Purchaser agrees to comply with U.S. government export control laws and regulations and in the event the product is resold to a third party, to only sell Products to parties who in turn agree with the compliance of such laws and regulations. In the event the Product is purchased for demonstration or stock purposes, at time of sale, Purchaser agrees to inform Manufacturer of the end user name and address as well as the specific application the Product is intended for. Purchaser also agrees that no transactions, including re-exporting and related transactions, will be conducted that are contrary to U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), or any other U.S. laws or regulations. Prior to any further distribution of the Product, Purchaser agrees to consult the following five websites and screen for any denied or debarred parties or country restrictions that may prohibit Purchaser's proposed transaction:

1. <http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm> (Bureau of Industry and Security lists)
2. <http://www.treas.gov/offices/enforcement/ofac/programs/> (Sanctioned Countries list)
3. <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf> (Specially Designated Nationals and Blocked Persons lists).

Note: Frequently updated. Purchaser must check for most recent publication.)

4. <http://pmdtdc.state.gov/country.htm> (Directorate of Defense Trade controls, Embargoed Countries Sanctions Chart)

5. <http://www.state.gov/t/isn/c15231.htm> (Department of State, Non Proliferation Sanctions (Compiled by the State Department. Sanctions under various statutes)

If the proposed transaction is prohibited under any of the above-mentioned lists, Purchaser agrees to discontinue that transaction. Purchaser understands that any export violation under this provision will result in full disclosure of the incident to all appropriate governmental authorities.

16. PURCHASER'S USE: Manufacturer builds the Product to National Electrical Code (NEC) standards. Purchaser is responsible for informing Manufacturer at time of order if other national, territorial, provincial, state or local codes are required. Purchaser agrees to at all times comply with Manufacturer's USER OPERATION MANUAL included with the Product. Purchaser is responsible for ensuring that all personnel are informed of and practice all safety requirements and standards applicable to the Product and are in compliance with all applicable codes, ordinances, regulations, laws and general standards of safety and care. Purchaser understands that safeguarding at point of operation can only be designed and constructed when the parameters of the particular application have been determined. Manufacturer has for sale certain safety shields and guards that may meet the intent of local safety regulations and may be appropriate for Purchaser's application. It is the responsibility of the Purchaser to provide and ensure the use of a guard, guarding device, awareness barrier, awareness device or shield at point of operation.

17. ENTIRE AGREEMENT: The terms and conditions, prices and specifications in the Quotation constitute the entire agreement and it is understood that representations outside of this Quotation will not be binding on either party unless agreed in writing. This Quotation will remain valid for thirty (30) days.

18. MultiCam, Inc. is committed to maintaining high ethical standards of business conduct at home and abroad. The company is committed to a zero tolerance policy toward bribery and an effective program of internal system and controls to support compliance with the U.S. Foreign Corrupt Practices Act (FCPA), similar laws contained in the organization for Economic Cooperation and Development (OECD), Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (OECD Anti-Bribery Convention), and the anti-corruption laws of all countries in which MultiCam, Inc. its affiliates and subsidiaries conduct business.

<http://www.justice.gov/criminal/fraud/fcpa/>

V20.0